any previously participating child may apply for continuance of coverage in accordance with the regulations established by O. P. S.

3853 f. Coverage hereunder and payments of premiums therefor, shall apply only to the immediate family of the group employe member who subscribes for this family service. Such immediate family shall include the spouse and unmarried children not less than thirty (30) days or more than eighteen (18) years of age. Only the entire immediate family as a unit, including all eligible members, shall be subject to coverage hereunder.

IV. *Effective Period and Termination Provisions.* It is understood and agreed by and between the parties hereto that this supplemental agreement shall remain in full force and effect from the ..... day of ....., 19....., to the thirty-first day of December, 19....., or for such part of said period as the parties hereto shall perform the duties herein provided for, and that this agreement may be terminated or rescinded by either party by rendering thirty (30) days notice in writing to the opposite party that the supplemental agreement herein contained is being violated. In the event that payments are not received from the Employer in accordance with Section 3 hereof, O. P. S. shall have the right to cancel this supplemental agreement at any time by rendering fifteen (15) days' notice in writing of such cancellation.

It is further agreed that this supplemental agreement may be terminated in accordance with the provisions stipulated herein entirely independently from the original group employee agreement and that termination of this supplemental agreement shall not be construed as cancellation or termination of the original group employe agreement. However, cancellation or termination of the original group employe agreement in accordance with the terms thereof shall be construed expressly as concurrent cancellation or termination of this supplemental agreement.

In the interests of making this contract service as satisfactory as possible for subscribing family members at all times and of insuring the continued stability of the coverage plan from the cost standpoint, it is further agreed that O. P. S. shall have the right to change or amend any of the benefits and/or premium rates provided herein to be effective as of the first day of any month by rendering

written notice to the Employer concerning such revisions at least forty-five (45) days prior to the effective date of such revisions. However, in such an event the Employer shall have the privilege of terminating this supplemental agreement effective on the first of the month date of proposed change by sending written notice of such termination to O. P. S. at least fifteen (15) days prior to such date.

While by its terms this supplemental agreement expires on the thirty-first day of December, 19...., it is agreed that unless one party to this supplemental agreement gives to the other, at least fifteen days before the expiration of said period, written notice of its election that the supplemental agreement shall terminate at the said time, it will continue in full force and effect for the succeeding calendar year and thereafter will continue in full force and effect from year to year unless at least fifteen days prior to the expiration of any calendar year one party shall give to the other written notice of its election so to terminate.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in duplicate, by their respective officers, pursuant to authority heretofore granted, as of the date first hereinabove written.

..... OREGON PHYSICIANS' SERVICE
Employer

By ..... By .....
Title General-Division Manager

Plaintiff's Exhibit 145

3854 OREGON PHYSICIANS' SERVICE

Supplemental
Group Family Surgical, Obstetrical and Hospital Service Agreement

This supplemental agreement, made and entered into this ..... day of ....., 19....., by and between Oregon Physicians' Service, hereinafter called O. P. S., and .....,
hereinafter called the Employer, shall constitute a rider to the group employe Medical and Hospital Service Agreement dated .....;, 19..... and currently

in effect, or hereafter to be in effect, between O. P. S. and the Employer.

WITNESSETH: That O. P. S., for and in consideration of the sum or sums of money paid to it by the Employer, within the time or times hereinafter mentioned, hereby agrees to make available to all family members (not otherwise subject to O. P. S. coverage) of each employe, who is covered under the original group employe contract and who subscribes for coverage for his family members on the basis stipulated herein from time to time during the life of this supplemental agreement, as occasion demands, and/or bear the expense thereof to the extent hereinafter stipulated, surgical services, treatment of fractures and dislocations, obstetrical care, service by specialists, hospital services in ward rooms, meals and dietary services in hospitals, general nursing care in hospital cases, use of hospital operating rooms and other benefits as stated hereinafter.

I. *Surgical and obstetrical care for family members shall include the following services*:

a. *Surgical service for major and minor operations* involving cutting or incision, performed in or out of a hospital, shall be provided for the treatment of coverable illness or injury.

b. *Treatment of fractures and dislocations,* including X-rays in fracture and dislocation cases, shall be furnished at a physician's office or at a hospital.

c. *O. P. S. shall defray the cost of pre-natal and obstetrical service* rendered by a cooperating staff physician up to a maximum of fifty ($50.00) dollars in any coverable case. Such payment is intended as an "allowance" in the event that the total cost of professional pre-natal and obstetrical services should exceed the above stipulated amount in any such case.

d. *The surgical and consultation services of O. P. S. cooperating staff specialists* will be provided for any coverable surgery upon the recommendation of any attending staff physician and surgeon or by arrangement with O. P. S. Services of staff eye, ear, nose and throat specialists will be furnished when needed for the care of coverable surgery of the eye, ear, nose or throat. O. P. S. shall bear no liability with

reference to travel or non-hospital subsistence expense involved in any case requiring services by specialists.

II. *Hospital Care for family members shall include the following services*:

a. Care in a room of three or more beds.

b. Meals and dietary services.

c. General nursing care.

d. Use of operating rooms.

3855 e. Delivery room service in maternity cases.

f. Anesthesia.

g. Surgical and anesthetic supplies.

h. Routine splints, casts and dressings.

i. Routine laboratory examinations.

j. Diagnostic X-ray service for patients confined in hospitals.

k. Electrocardiograms and basal metabolism tests.

l. Drugs and medications in hospitalized cases up to but not in excess of five dollars ($5.00) per hospital admission.

m. Maternity care up to sixty dollars ($60.00).

n. Hospital emergency room care for accidental injuries.

III. *Service Prerequisites and Limitations*:

a. In cases which require hospital care all stipulated services shall be furnished to a family member only when said member is a duly registered bed patient in an approved general hospital and is under the care of a listed cooperating O. P. S. physician, surgeon or consulting specialist. In coverable cases which do not require hospital care all stipulated services shall be furnished to a family member only when said member is under the care of a listed cooperating O. P. S. physician, surgeon or consulting specialist.

b. In any case requiring hospitalization hereunder it shall be the duty of the family member to notify promptly the hospital and the attending O. P. S.

staff physician that he is an O. P. S. family member, and failure to select an O. P. S. cooperating physician or to notify either the hospital or physician concerning membership in O. P. S. shall be deemed conclusively to be a waiver of all benefits hereunder.

In any coverable case which does not require hospitalization it shall be the duty of the family member to notify promptly the attending O. P. S. staff physician that he is an O. P. S. family member and failure to select an O. P. S. cooperating physician or to notify the attending physician concerning membership in O. P. S. shall be deemed conclusively to be a waiver of all benefits hereunder.

c. Excepting as otherwise provided herein for obstetrical care, the obligation of O. P. S. to provide any of the hereinabove listed services from physicians, surgeons or consulting specialists for any coverable case shall be limited to a period not to exceed six (6) months immediately following the date of original diagnosis of any such case. This limitation shall apply to any one coverable condition arising from a separate and distinct cause and shall include any and all related complications of such condition.

The obligation of O. P. S. to provide hospital care, as defined hereinabove, is limited to a period not to exceed twenty-one (21) days for each particular physical disability arising from a separate and distinct cause. Hospital care will be provided only while a family member is necessarily confined to a hospital as a registered bed patient for the treatment of a coverable condition under the care of an O. P. S. cooperating physician. Hospitalization shall not be furnished hereunder for a rest cure or for the purpose of diagnosis only.

3856 d. In conditions necessitating hospitalization beyond twenty-one (21) days, O. P. S. will pay or reimburse the costs of hospital care as defined above in an amount not to exceed fifty (50) percent of such costs for a maximum period of not to exceed ninety (90) days immediately following said twenty-one (21) day period.

e. Family members traveling or temporarily outside of the State of Oregon are entitled to reimbursement for

the expenses of coverable hospital care obtained outside of the State of Oregon up to a maximum of six dollars ($6.00) per day for a period not to exceed twenty-one (21) days in any coverable case. O. P. S. liability for emergency professional services coverable hereunder and obtained outside of the State of Oregon (other than hospital services) shall not exceed fifty dollars ($50.00) for any coverable case. Services hereunder are limited to the Continental United States.

In the event that coverable services stipulated hereunder should be obtained by a family member from any Oregon hospital which may require payment therefor direct from the patient involved, then, and in that event, O. P. S. shall be responsible for reimbursement for such service costs only up to a maximum of six ($6.00) per day for a period not to exceed twenty-one (21) days for any coverable case.

f. In addition to services specifically provided elsewhere herein, for certain cases, O. P. S. will defray the cost of hospital emergency room charges for the treatment of accidental injuries, provided the use of emergency room service occurs within twenty-four (24) hours following the time of accident.

g. O. P. S. will defray the cost of pre-natal and obstetrical professional service rendered by cooperating staff physicians, to the extent hereinabove specified in paragraph I (c), and will provide hospital care for childbirth to the extent stipulated in paragraph II (m), under the following conditions :

(1) The member must be in a dues-paying two or more person family (including the employe group member) or must be an employe-member under the original employe agreement, and

(2) The maximum liability for professional service to be provided by O. P. S. shall not exceed fifty ($50.00) dollars in cost in any twelve months' period, and

(3) The maximum hospital service to be provided by O. P. S. shall not exceed sixty ($60.00) dollars in cost in any twelve months' period, and

(4) The member requiring such services must have been a member in good standing for at least ten (10) consecutive months immediately preceding her need for such professional and/or hospital care.

h. O. P. S. shall not be responsible or liable to any member if hospitalization is unavailable as a result of epidemic, public disaster or other causes or conditions beyond its control.

i. The following services are expressly excluded and O. P. S. shall bear no liability concerning such services:

(1) Services for injuries or diseases for which the member is entitled to receive disability benefits or compensation or care under any Workmen's Compensation or Employers' Liability Law,

3857 (2) Extraction of teeth or other services incident dent to the treatment of diseases and injuries of the jaw and its dependent tissues which customarily are performed by dentists.

(3) Services for preexisting conditions, quarantinable diseases, tuberculosis, insanity, acute or chronic alcoholism, use of drugs or narcotics, venereal diseases, deformities, congenital physical defects, attempts at suicide and operations resulting criminal acts.

j. The expressed written opinion of any O. P. S. cooperating physician attending any particular case shall be final with reference to the necessity for services stipulated hereunder for such case and also with reference to the status of such case regarding diagnosis, treatment or preexistence. However, O. P. S. reserves the right, at its option, to utilize the services of one or more specialists in the determination of the status of any case.

k. Service rights or benefits stipulated hereunder are not transferable from any member to any other person.

l. In the event that a family member should desire to utilize hospital room service of a higher cost classification than that provided hereinabove, O. P. S. will

bear the cost thereof up to the room service level provided hereinabove.

m. In the event of personal injury to any family member subject to care under this supplemental agreement resulting from acts or omissions for which third parties are legally liable, O. P. S. shall be subrogated to the rights of the injured family member to the reasonable value of the services it has provided for the injured family member.

n. Professional services of cooperating physicians and surgeons and twenty-four (24) hours hospitalization within the general limitations stipulated herein will be furnished for the removal of tonsils and/or adenoids for any family member provided such member has been covered continuously hereunder for at least twelve (12) consecutive months immediately preceding the need for such service.

IV. *Payroll deductions and payments for subscribing family members.*

In consideration of the agreements hereinabove set forth, to be kept and performed by O. P. S. the Employer agrees to arrange payroll deductions from the salaries of employe-group members who elect to have their families participate hereunder and to pay O. P. S. for the coverage of such participating family members on or before the fifteenth day of each and every month hereafter during the time this supplemental agreement shall remain in effect, as follows:

a. Two dollars ($2.00) per calendar month for each participating spouse (not otherwise subject to O. P. S. coverage) of an employe-group member.

b. One dollar and thirty-five cents ($1.35) per calendar month for the first participating child of an employe-group member.

c. Seventy-five cents ($.75) per calendar month for the second participating child of an employe-group member.

d. Fifty cents ($.50) per calendar month for the third participating child of an employe-group member.

e. No additional charge for additional children, if any, in excess of three.

f. Any spouse eligible for coverage hereunder may participate up to the age of sixty-five (65) years.

3858 g. Any unmarried child eligible for coverage hereunder may participate providing the age of such child is not less than thirty (30) days or more than eighteen (18) years. Upon reaching the age of nineteen (19) years, or upon becoming married at a younger age, any previously participating child may apply for continuance of coverage in accordance with the regulations established by O. P. S.

h. Coverage hereunder, and payments of premiums therefor, shall apply only to the immediate family of the group-employe member who subscribes for this family service. Such immediate family shall include the spouse and unmarried children not less than thirty (30) days or more than eighteen (18) years of age. Only the entire immediate family as a unit, including all eligible members, shall be subject to coverage hereunder.

V. *Effective period and termination provisions.*

It is understood and agreed by and between the parties hereto that this supplemental agreement shall remain in full force and effect from the ..... day of ....., 19....., to the thirty-first day of December 19....., or for such part of said period as the parties hereto shall perform the duties herein provided for, and that this agreement may be terminated or rescinded by either party by rendering thirty days advance notice in writing to the opposite party that the supplemental agreement herein contained is being violated. In the event that payment shall not be received from the Employer in accordance with Section IV hereof, O. P. S. shall have the right to cancel this supplemental agreement at any time by rendering fifteen days advance notice in writing of such cancellation.

It is further agreed that this supplemental agreement may be terminated in accordance with the provisions stipulated herein entirely independently from the original group-employe agreement and that the termination of this supplemental agreement shall not be construed as cancellation or termination of the original group-employe agreement. However, cancellation or termination of the original group-employe agreement in accordance with the

terms thereof shall be construed expressly as concurrent cancellation or termination of this supplemental agreement.

In the interests of making this contract service as satisfactory as possible for subscribing family members at all times and of insuring the continued stability of the coverage plan from the cost standpoint, it is further agreed that O. P. S. shall have the right to change or amend any of the benefits and/or premium rates provided herein to be effective as of the first day of any month by rendering written notice to the Employer concerning such revisions at least forty-five (45) days prior to the effective date of such revision. However, in such an event the Employer shall have the privilege of terminating this supplemental agreement effective on the first of the month date of proposed change by sending written notice of such termination to O. P. S. at least fifteen (15) days prior to such date.

While by its terms this supplemental agreement expires on the thirty-first day of December 19 , it is agreed that unless one party to this supplemental agreement gives to the other, at least fifteen (15) days before the expiration of said period, written notice of its election that the supplemental agreement shall terminate at the said time, it will continue in full force and effect for the succeeding calendar year and thereafter will continue in full force and effect from year to year unless at least fifteen days prior to the expiration of any calendar year one party shall give to the other written notice of its election so to terminate.

In Witness Whereof, the parties hereto have caused these presents to be executed, in duplicate, by their respective officers, pursuant to the authority heretofore granted, as of the date first hereinabove written.

..... Oregon Physicians' Service

Employer

By ..... By .....

General-Division Manager

Title

Plaintiff's Exhibit 146

3859 OREGON PHYSICIANS' SERVICE

Supplemental Group Family Surgical, Limited Medical, Obstetrical and Hospital Service Agreement

This supplemental agreement, made and entered into this ..... day of ....., 19....., by and between Oregon Physicians' Service, hereinafter called O. P. S., and ....., hereinafter called the Employer, shall constitute a rider to the group employe Medical and Hospital Service Agreement dated ....., 19..... and currently in effect, or hereafter to be in effect, between O. P. S. and the Employer.

WITNESSETH: That O. P. S. for and in consideration of the sum or sums of money paid to it by the Employer, within the time or times hereinafter mentioned, hereby agrees to make available to all family members (not otherwise subject to O. P. S. coverage) of each employe, who is covered under the original group employe contract and who subscribes for coverage for his family members on the basis stipulated herein from time to time during the life of this supplemental agreement, as occasion demands, and/or bear the expense thereof to the extent hereinafter stipulated, surgical services, medical services for hospitalized cases, treatment of fractures and dislocations, obstetrical care, services by specialists, hospital services in ward rooms, meals and dietary services in hospitals, general nursing care in hospital cases, use of hospital operating rooms and other benefits as stated hereinafter.

I. *Surgical, limited medical and obstetrical care for family members shall include the following services:*

a. *Surgical service for major and minor operations* involving cutting or incision, performed in or out of a hospital, shall be provided for the treatment of coverable illness or injury.

b. *Medical service for cases requiring hospitalization* shall be provided for the treatment of coverable illness or injury during the period of coverable hospitalization.

c. *Treatment of fractures and dislocations,* including X-rays in fracture and dislocation cases, shall be furnished at a physician's office or at a hospital.

d. *O. P. S. shall defray the cost of pre-natal, post-natal and obstetrical service* rendered by a cooperating staff physician up to a maximum of fifty ($50.00) dollars in any coverable case. Such payment is intended as an "allowance" in the event that the total cost of professional pre-natal, post-natal and obstetrical services should exceed the above stipulated amount in any such case.

e. *The surgical and consultation services of O. P. S. cooperating staff specialists* will be provided for any coverable case upon the recommendation of any attending staff physician and surgeon or by arrangement with O. P. S. Services of staff eye, ear, nose and throat specialists will be furnished when needed for coverable care of the eye, ear, nose or throat. O. P. S. shall bear no liability with reference to travel or non-hospital subsistence expense involved in any case requiring services by specialists.

II. *Hospital Care for family members shall include the following services:*

a. Care in a room of three or more beds.

b. Meals and dietary services.

3860 c. General nursing care.

d. Use of operating rooms.

e. Delivery room service in maternity cases.

f. Anesthesia.

g. Surgical and anesthetic supplies.

h. Routine splints, casts and dressings.

i. Routine laboratory examinations in hospitalized cases up to but not in excess of ten dollars ($10.00) per hospital admission.

j. Diagnostic X-ray service for family members confined in hospitals.

k. Electrocardiograms and basal metabolism tests.

l. Drugs and medications in hospitalized cases up to but not in excess of ten dollars ($10.00) per hospital admission.

m. Maternity care up to sixty dollars ($60.00).

n. Hospital emergency room care for accidental injuries.

III. *Service Prerequisites and Limitations.*

a. In cases which require hospital care all stipulated services shall be furnished to a family member only when said member is a duly registered bed patient in an approved general hospital and is under the care of a listed cooperating O. P. S. physician, surgeon or consulting specialist. In coverable cases which do not require hospital care all stipulated services shall be furnished to a family member only when said member is under the care of a listed cooperating O. P. S. physician, surgeon or consulting specialist.

b. In any case requiring hospitalization hereunder it shall be the duty of the family member to notify promptly the hospital and the attending O. P. S. staff physician that he is an O. P. S. family member, and failure to select an O. P. S. cooperating physician or to notify either the hospital or physician concerning membership in O. P. S. shall be deemed conclusively to be a waiver of all benefits hereunder.

In any coverable case which does not require hospitalization it shall be the duty of the family member to notify promptly the attending O. P. S. staff physician that he is an O. P. S. family member and failure to select an O. P. S. cooperating physician or to notify the attending physician concerning membership in O. P. S. shall be deemed conclusively to be a waiver of all benefits hereunder.

c. The obligation of O. P. S. to provide any of the hereinabove listed services from physicians, surgeons or consulting specialists for any coverable case of surgery, fracture or dislocation shall be limited to a period not to exceed six (6) months immediately following the date of original diagnosis of any such case, and this limitation shall apply to any one coverable condition arising from a separate and distinct cause and shall include any and all related complica-

tions of such condition. The rendering of medical services hereunder for any other type of coverable case shall be limited to coverable periods of hospitalization, excepting as otherwise provided herein for obstetrical care.

3861 The obligation of O. P. S. to provide hospital care, as defined hereinabove, is limited to a period not to exceed twenty-one (21) days for each particular physical disability arising from a separate and distinct cause. Hospital care will be provided only while a family member is necessarily confined to a hospital as a registered bed patient for the treatment of a coverable condition under the care of an O. P. S. cooperating physician. Hospitalization shall not be furnished hereunder for a rest cure or for the purpose of diagnosis only.

d. In conditions necessitating hospitalization beyond twenty-one (21) days, O. P. S. will pay or reimburse the costs of hospital care as defined above in an amount not to exceed fifty (50) percent of such costs for a maximum period of not to exceed ninety (90) days immediately following said twenty-one (21) day period.

e. Family members traveling or temporarily outside of the State of Oregon are entitled to reimbursement for the expenses of coverable hospital care obtained outside of the State of Oregon up to a maximum of six dollars ($6.00) per day for a period not to exceed twenty-one (21) days in any coverable case. O. P. S. liability for emergency professional services coverable hereunder and obtained outside of the State of Oregon (other than hospital services) shall not exceed fifty dollars ($50.00) for any coverable case. Services hereunder are limited to the continent of North America.

In the event that coverable services stipulated hereunder should be obtained by a family member from any Oregon hospital which may require payment therefor direct from the patient involved, then, and in that event, O. P. S. shall be responsible for reimbursement for such service costs only up to a maximum of six dollars ($6.00) per day for a period not to exceed twenty-one (21) days for any coverable case.

f. In addition to services specifically provided elsewhere herein, for certain cases, O. P. S. will defray the cost of hospital emergency room charges for the treatment of accidental injuries, provided the use of emergency room service occurs within twenty-four hours following the time of accident.

g. O. P. S. will defray the cost of pre-natal, post-natal and obstetrical professional service rendered by cooperating staff physicians, to the extent hereinabove specified in paragraph I (d), and will provide hospital care for childbirth to the extent stipulated in paragraph II (m), under the following conditions.

(1) The member must be in a dues-paying two or more person family (including the employe group member) or must be an employe-member under the original employe agreement, and

(2) The maximum liability for professional service to be provided by O. P. S. shall not exceed fifty ($50.00) dollars in cost in any twelve months' period, and

(3) The maximum hospital service to be provided by O. P. S. shall not exceed sixty dollars ($60.00) in cost in any twelve months' period, and

(4) The member requiring such services must have been a member in good standing for at least ten (10) consecutive months immediately preceding her need for such professional and/or hospital care.

3862 h. O. P. S. shall not be responsible or liable to any member if hospitalization is unavailable as a result of epidemic, public disaster or other causes or conditions beyond its control.

i. The following services are expressly excluded and O. P. S. shall bear no liability concerning such services:

(1) Services for injuries or diseases for which the member is entitled to receive disability benefits or compensation or care or rights of action under any Workmen's Compensation or Employers' Liability Law.

(2) Extraction of teeth or other services incident to the treatment of diseases and injuries of the jaw and its dependent tissues which customarily are performed by dentists.

(3) Services for preexisting conditions, conditions resulting from childbirth not coverable under this contract, quarantinable diseases, tuberculosis, insanity, acute or chronic alcoholism, use of drugs or narcotics, venereal diseases, deformities, congenital physical defects, attempts at suicide and conditions resulting from criminal acts.

j. The expressed written opinion of any O. P. S. cooperating physician attending any particular case shall be final with reference to the necessity for services stipulated hereunder for such case and also with reference to the status of such case regarding diagnosis, treatment or preexistence. However, O. P. S. reserves the right, at its option, to utilize the services of one or more specialists in the determining of the status of any case.

k. Service rights or benefits stipulated hereunder are not transferable from any member to any other person.

l. In the event that a family member should desire to utilize hospital room service of a higher cost classification than that provided hereinabove, O. P. S. will bear the cost thereof up to the service level provided hereinabove.

m. The benefits of this contract do not apply to any injury or illness of any family member caused by the negligence or wrongful act of any other person, except to the extent that if a family member entitled to the benefits of this contract shall be injured, or shall suffer illness, because of the wrongful act or negligence of any other person and thereafter shall make all reasonable efforts to recover from such other person and anyone responsible or answerable for such other person's negligence or wrongful act, O. P. S. will procure for such family member the benefits of this contract which cannot be made available out of funds reasonably recoverable from, or through, such other person. Such funds shall be deemed not reasonably recoverable from, or through, such other person

if it shall reasonably appear that should an action therefor be prosecuted, and judgment therefor be obtained, against such other person and anyone responsible or answerable for such other person's negligence or wrongful act, execution on such judgment would be unavailing.

n. Professional services of cooperating physicians and surgeons and twenty-four (24) hours hospitalization within the general limitations stipulated herein will be furnished for the removal of tonsils and/or adenoids for any family member provided such member has been covered continuously hereunder for at least twelve (12) consecutive months immediately preceding the need for such service.

3863 IV. *Payroll deductions and payments for subscribing family members.*

In consideration of the agreements hereinabove set forth, to be kept and performed by O. P. S. the Employer agrees to arrange payroll deductions from the salaries of employ-group members who elect to have their families participate hereunder and to pay O. P. S. for the coverage of such participating family members on or before the fifteenth day of each and every month hereafter during the time this supplemental agreement shall remain in effect, as follows:

a. Two dollars ($2.00) per calendar month for each participating spouse (not otherwise subject to O. P. S. coverage) of an employe-group member.

b. One dollar and thirty-five cents ($1.35) per calendar month for the first participating child of an employe-group member.

c. Seventy-five cents ($.75) per calendar month for the second participating child of an employe-group member.

d. Fifty cents ($.50) per calendar month for the third participating child of an employe-group member.

e. No additional charge for additional children, if any, in excess of three.

f. Any spouse eligible for coverage hereunder may participate up the age of sixty-five (65) years.

g. Any unmarried child eligible for coverage hereunder may participate providing the age of such child is not

less than thirty (30) days or more than eighteen (18) years. Upon reaching the age of nineteen (19) years, or upon becoming married at a younger age, any previously participating child may apply for continuance of coverage in accordance with the regulations established by O. P. S.

h. Coverage hereunder, and payments of premiums therefor, shall apply only to the immediate family of the group-employe member who subscribes for this family service. Such immediate family shall include the spouse and unmarried children not less than thirty (30) days or more than eighteen (18) years of age. Only the entire immediate family as a unit, including all eligible members shall be subject to coverage hereunder.

V. *Effective period and termination provisions.*

It is understood and agreed by and between the parties hereto that this supplemental agreement shall remain in full force and effect from the ..... day of ....., 19 ....., to the thirty-first day of December 19 ....., or for such part of said period as the parties hereto shall perform the duties herein provided for, and that this agreement may be terminated or rescinded by either party by rendering thirty days advance notice in writing to the opposite party that the supplemental agreement herein contained is being violated. In the event that payment shall not be received from the Employer in accordance with Section IV hereof, O. P. S. shall have the right to cancel this supplemental agreement at any time by rendering fifteen days advance notice in writing of such cancellation.

It is further agreed that this supplemental agreement may be terminated in accordance with the provisions stipulated herein entirely independently from the original group-employe agreement and that the termination of this supplemental agreement shall not be construed as cancellation or termination of the original group-employe agreement. However, cancellation or termination of the original group-employe agreement in accordance with the terms thereof shall be construed expressly as concurrent cancellation or termination of this supplemental agreement.

3864 In the interests of making this contract service as satisfactory as possible for subscribing family members at all times and of insuring the continued stability of the coverage plan from the cost standpoint, it is further

agreed that O. P. S. shall have the right to change or amend any of the benefits and/or premium rates provided herein to be effective as of the first day of any month by rendering written notice to the Employer concerning such revisions at least forty-five (45) days prior to the effective date of such revision. However, in such an event the Employer shall have the privilege of terminating this supplemental agreement effective on the first of the month date of proposed change by sending written notice of such termination to O. P. S. at least fifteen (15) days prior to such date.

While by its terms this supplemental agreement expires on the thirty-first day of December 19 ....., it is agreed that unless one party to this supplemental agreement gives to the other, at least fifteen (15) days before the expiration of said period, written notice of its election that the supplemental agreement shall terminate at the said time, it will continue in full force and effect for the succeeding calendar year and thereafter will continue in full force and effect from year to year unless at least fifteen days prior to the expiration of any calendar year one party shall give to the other written notice of its election so to terminate.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in duplicate, by their respective officers, pursuant to the authority heretofore granted, as of the date first hereinabove written.

..... OREGON PHYSICIANS' SERVICE
Employer

By ..... By .....
Title

Manager

Plaintiff's Exhibit 147

3865 OREGON PHYSICIANS' SERVICE

Supplemental Agreement for Medical Aid for Industrial Accidents

This supplemental agreement, made and entered into this ..... day of ....., 19 ....., by and between OREGON PHYSICIANS' SERVICE hereinafter called O. P. S., and ....., hereinafter called the Employer, shall constitute a Rider to the Group Employe Medical and Hospital Service Agreement dated

....., 19 ....., and currently in effect, or hereafter to be in effect between O. P. S. and the Employer.

WITNESSETH: That O. P. S. for and in consideration of an additional sum of money paid to it by the Employer, hereby agrees to make available to the following employes who are covered under the original group employe contract, from time to time during the life of this supplemental agreement as occasion demands all of the benefits included in the original employe group contract for the care of injuries arising out of and resulting from employment. This supplemental agreement shall have the effect of nullifying Section 17 (a) and 18 (e) of the original employe group contract insofar as the individuals specifically listed below in this supplemental agreement are concerned.

(List Specific Persons)

1.	6. .....
2.	7. .....
3.	8. .....
4.	9. .....
5.	10. .....

In consideration of the agreements hereinabove set forth to be kept by O. P. S., the Employer agrees to arrange for an additional payroll deduction in the amount of ..... for each employe listed above and to pay O. P. S. for the extended coverage provided in this supplemental agreement on or before the 15th day of each and every month hereafter during the term of this supplemental agreement.

Effective Period and Termination Provisions:

It is understood and agreed by and between the parties hereto that this supplemental agreement shall remain in full force and effect from the ..... day of ....., 19 ....., to the thirty-first day of December 19 ....., or for such part of said period as the parties hereto shall perform the duties herein provided for, and that this agreement may be terminated or rescinded by either party by rendering thirty days advance notice in writing to the opposite party that the supplemental agreement herein contained is being violated. In the event that payment shall not be received from the Employer in accordance with this supplemental agreement, O. P. S. shall have the right to

cancel this agreement at any time by rendering fifteen (15) days advance notice in writing of such cancellation.

It is further agreed that this supplemental agreement may be terminated in accordance with the provisions stipulated herein entirely independently from the original group-employe agreement and that the termination of this supplemental agreement shall not be construed as cancellation or termination of the original group-employe agreement. However, cancellation or termination of the original group-employe agreement in accordance with the terms thereof shall be construed expressly as concurrent cancellation or termination of this supplemental agreement.

3866 In the interests of making this contract service as satisfactory as possible for subscribing members at all times and of insuring the continued stability of the coverage plan from the cost standpoint, it is further agreed that O. P. S. shall have the right to change or amend any of the benefits and/or premium rates provided herein to be effective as of the first day of any month by rendering written notice to the Employer concerning such revisions at least forty-five (45) days prior to the effective date of such revisions. However, in such an event the Employer shall have the privilege of terminating this supplemental agreement effective on the first of the month date of proposed change by sending written notice of such termination to O. P. S. at least fifteen (15) days prior to such date.

While by its terms this supplemental agreement expires on the thirty-first day of December, 19 ....., it is agreed that unless one party to this supplemental agreement gives to the other, at least fifteen (15) days before the expiration of said period, written notice of its election that the supplemental agreement shall terminate at the said time, it will continue in full force and effect from year to year unless at least fifteen (15) days prior to the expiration of any calendar year one party shall give to the other written notice of its election so to terminate.

In Witness Whereof, the parties hereto have caused these presents to be executed, in duplicate, by their respective officers, pursuant to authority heretofore granted, as of the date first hereinabove written.

..... Oregon Physicians' Service

Employer

By ..... By .....

Manager

Title

Plaintiff's Exhibit 149

3867 STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM, OREGON

MEDICAL AID CONTRACT

THIS AGREEMENT, made and entered into pursuant to the 102-1777, O. C. L. A.
provisions of Section ~~49-1829 Oregon Code 1930~~, by and between the STATE INDUSTRIAL ACCIDENT COMMISSION of the State of Oregon, hereinafter referred to as the Commission, and .....
of .....
hereinafter referred to as the Contractor, WITNESSETH:

The Contractor agrees to furnish and provide all proper and necessary Medical and Surgical Services (including services by specialists); Hospital Services; Transportation; Ambulance Services; Nursing; Medicines; X-ray and Laboratory Services, etc., hereinafter referred to as Medical Service, which shall be required by all workmen employed in the ..... operations of ..... , located in ..... county, State of Oregon, and who may be entitled to same under the provisions of the Workmen's Compensation Law (Sections ~~49-1801-49-1846, Oregon Code, 1930~~, as amended), on account of personal injuries by accident arising out of and in the course of the employment occurring during the life of this contract. (102-1777, O. C. L. A.)

As to any such workmen so injured during the life of this contract, the obligations of this contract shall continue in full force and effect as long as in the opinion of the Commission medical service is necessary whether such medical service shall be continuous or be required by reason of the claim of any such injured workman having been reopened for medical service on account of aggravation or otherwise or be required after the injured workman has been granted compensation for permanent disability or whether such medical service shall be required during or after the expiration of this contract. It is the purpose of this contract that the Contractor shall assume full responsibility for the medical service made necessary by a personal injury occurring to a workman as above stated, as long as such medical service may be required; provided, however, that the Contractor shall not be required to furnish medical serv-

ice to any workman after two years from the date of the injury.

The Medical Service required by this contract is to be rendered promptly and efficiently, and in conformity with the requirements of the Workmen's Compensation Law and the rules and regulations of the Commission.

It is agreed that when, in the opinion of the Commission, the condition of an injured workman covered by this contract is such that his recovery will be facilitated or hastened by placing him under the care of a specialist for medical service, and the Contractor shall fail to provide such medical service, the Commission may direct the Contractor to provide such medical service by some specialist who will be satisfactory to the Commission. If the Contractor shall refuse or neglect to provide the services of a specialist competent to render the medical service required, the Commission may refer the injured workman to a specialist of its own choosing and the expense of the same shall be borne by the Contractor.

It is further agreed that if the Contractor shall fail, refuse or neglect to promptly provide proper or necessary medical service as herein provided, the Commission may provide such medical service as may be proper or necessary, and charge the expense of the same to the Contractor; in which event the Commission shall promptly notify the Contractor. Should the Contractor fail to render such service within a reasonable time, the Commission may continue to provide medical service at the expense of the Contractor. The Contractor shall not be responsible for any expense in providing medical service for a workman who shall fail, neglect or refuse to properly present himself to the Contractor for same. The Contractor shall not be required to furnish greater medical service, or for a longer period, than would have been furnished by the Commission had this contract not been made.

It is further agreed that the right of an injured workman to receive medical service and the nature of such service shall be at the discretion of the Commission and the decision of the Commission as to the same shall be final and conclusive.

In Consideration for the services to be performed by the Contractor, the Commission agrees to pay the Contractor each month, upon receipt by the Commission of the pay roll statements of the employer, according to the following schedule:

..... cents per day or fraction thereof for each workman engaged in the operation of the employer herein named, known as .....

..... cents per day or fraction thereof for each workman engaged in the operation of the employer herein named, known as .....

The Commission shall render statements to the Contractor at the time of each payment, showing the number of employes and the number of days for which payments are being made.

In event of the failure of the Commission to receive or obtain pay roll statements from the employer within a reasonable time, the Commission shall pay an amount estimated on the pay rolls previously received from the said employer, and an adjustment of the amount due the Contractor shall be made upon the basis of such pay roll when pay roll statements are received by the Commission. The Contractor shall have the right to inspect the employer's pay rolls in possession of the Commission at reasonable times.

If any medical service which is required to be furnished to a workman by the Contractor is furnished by the Commission pursuant to the terms of this contract, the cost of the same shall be charged against any moneys due the Contractor from the Commission.

This contract shall continue in effect for the period beginning with ....., 19....., and ending ...., 19..... ; this contract may be cancelled by either party hereto at any time upon giving thirty days' notice in writing to the other party.

This contract shall not be assigned or transferred, by operation of law or otherwise, without the written consent of the Commission.

If this contract should be cancelled by the death of the Contractor, if an individual, or any other reason by either party, without provision, satisfactory to the Commission, having been made for continuing proper medical service to any workman who may be under treatment at the time of such termination, the Commission may in its discretion engage whatever medical service it shall deem necessary and the said Contractor, ... heirs, executors or assigns, and ..... surety as herein required, shall be liable for the expense of providing such medical service to said workman.

Executed in duplicate this ..... day of ....., 19.....

STATE INDUSTRIAL ACCIDENT COMMISSION

By .....

.....

.....

.....

Contractor

Commissioners

Plaintiff's Exhibit 152

3868

AGREEMENT

This agreement, made and entered into as of the ..... day of ....., 19....., by and between OREGON PHYSICIANS' SERVICE, an Oregon corporation, hereinafter referred to as the Contractor, and ..... hereinafter referred to as the School.

WITNESSETH:

Whereas, the School sponsors competition in the various athletic sports for the benefits of its students, and the Contractor is licensed and qualified to conduct an hospital association business as defined in Sections 46-901 to 46-909 Oregon Laws, the said School and Contractor desire that provision be made for certain medical care for students who are injured in the course of said athletic activities.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The Contractor agrees to bear the expense of necessary hospitalization and medical and surgical treatments, as set forth below, said services to be provided by the Oregon Physicians' Service staff of physicians, surgeons and consulting specialists, for said students for personal bodily injuries sustained by them in inter-school athletic contests, official supervised athletic practices, or while in transit from the school to the playing field and direct return to the school in connection with stipulated athletic activities, except, however, this coverage shall not apply to repair of

hernias or treatment or surgical operations for appendicitis.

2. *Hospitalization*: The Contractor will bear the expense of hospital care, when needed for the care of said injuries, up to two months in any one case. Said hospital care is to be ward service including general nursing service, use of surgery, X-rays, laboratory, medicines, and medical and surgical attendance.

3. *Physicians Services*: The Contractor will bear the expense of the services of physicians, surgeons and specialists for the care and treatment of said injuries, up to a period of six months for any one case, on the basis of the schedule of fees herein set forth.

4. *Schedule of Fees*:

* * * * *

9-25-59
E-3-59

(m) The benefits of this contract do not apply to any injury or illness of any member caused by the negligence or wrongful act of any other person, except to the extent that if a member entitled to the benefits of this contract shall be injured, or shall suffer illness, because of the wrongful act or negligence of any other person and thereafter shall make all reasonable efforts to recover from such other person and anyone responsible or answerable for such other person's negligence or wrongful act, O.P.S. will procure for such member the benefits of this contract which cannot be made available out of funds reasonably recoverable from, or through, such other person. Such funds shall be deemed not reasonably recoverable from, or through, such other person if it shall reasonably appear that should an action therefor be prosecuted, and judgment therefor be obtained, against such other person and anyone responsible or answerable for such other person's negligence or wrongful act, execution on such judgment would be unavailing.

(n) Professional services of cooperating physicians and surgeons and twenty-four (24) hours hospitalization with the general limitations stipulated herein will be furnished for the confinement and/or adnexitis for any member provided such member has been covered continuously hereunder for at least twelve (12) consecutive months immediately preceding the need for such service.

IV. PAYMENTS OF ENROLLMENT FEES AND DUES FOR SUBSCRIBING MEMBER OR MEMBERS AND SUBSCRIPTION REQUIREMENTS. In consideration of the agreements hereinabove set forth, to be kept and performed by O.P.S., the certificate holder or principal member hereunder, agrees to pay to O.P.S. the single enrollment fee stated below, and dues on an advance quarterly basis, with a grace period of ten days (10) at the start of each quarterly period, for the coverage of himself and of participating family members, in accordance with the application card pertaining to this agreement and hereby made a part hereof, during the time this agreement shall remain in effect as follows:

(a) Single enrollment fee to include one dollar ($1.00) for the certificate holder, or principal member and [illegible] each for the spouse and all children participating hereunder. Such fee is payable only once for each continuous period of coverage.

(b) Dues of six dollars and seventy five cents ($6.75) per quarter (three months) for the certificate holder, or [illegible] per month.

(c) Dues of six dollars ($6.00) per quarter for the spouse of the certificate holder.

(d) Dues of four dollars and five cents ($4.05) per quarter for the first child of the certificate holder.

(e) Dues of two dollars and twenty-five cents ($2.25) per quarter for the second child of the certificate holder.

(f) Dues of one dollar and fifty cents ($1.50) per quarter for the third child of the certificate holder.

(g) No additional dues for coverage of additional children of the certificate holder, if any, in excess of three.

(h) Any certificate holder or spouse eligible for coverage hereunder may enroll up to the age of sixty five (65) years.

(i) Any unmarried child of the certificate holder shall participate hereunder providing the age of such child is not less than thirty (30) days or more than eighteen (18) years. Upon reaching the age of nineteen (19) years, or upon becoming married at a younger age, any previously participating child may apply for continuance of coverage in accordance with the regulations established by O.P.S.

(j) Coverage hereunder, and payments of registration fee and dues thereafter, shall apply only to the certificate holder and/or the immediate family of the certificate holder who subscribes for this service. Such immediate family shall include the spouse and unmarried children not less than thirty (30) days or more than eighteen (18) years of age. Only the certificate holder, and/or the entire immediate family as a unit, including all eligible members, shall be subject to coverage hereunder.

V. EFFECTIVE PERIOD AND TERMINATION PROVISIONS.

It is understood and agreed by and between the parties hereto that this agreement shall remain in full force and effect for one year beginning with the effective date stated in the application card pertaining hereto. In the event that payment shall not be received in accordance with Section IV hereof, O.P.S. shall have the right to cancel this agreement at any time by rendering notice in writing of such cancellation, to be effective at the end of the period for which dues previously have been paid.

In the interests of making this contract service as satisfactory as possible for subscribing members at all times and of insuring the continued stability of the coverage plan from the cost standpoints, it is further agreed that O.P.S. shall have the right to change or amend any of the benefits and/or rates of dues provided herein to be effective as of the first day of any month by rendering written notice to the certificate holder concerning such revisions at least forty five (45) days prior to the effective date of such revision. However, in such an event the certificate holder shall have the privilege of terminating this agreement effective on the first of the month date of proposed change by sending written notice of such termination to O.P.S. at least fifteen (15) days prior to such date. O.P.S. reserves the right to readjust, refund or bill additional dues hereunder, if such may be necessary in making the stipulations of this section effective.

While by its terms this agreement expires at the end of one year from the effective date stated on the application card pertaining hereto, it is agreed that unless one party to this agreement gives to the other, at least fifteen (15) days before the expiration of said period, written notice of its election that the agreement shall terminate at the said time, it will continue in full force and effect for the succeeding year and thereafter will continue in full force and effect from year to year unless at least fifteen days prior to the expiration of any contract year one party shall give to the other written notice of its election so to terminate.

9-25-59
10-1-59

EXHIBIT 155
1-25-60

OREGON PHYSICIANS' SERVICE

Surgical, Limited Medical and Hospital Service

CERTIFICATE

For employed individuals and/or families of employed individuals

This certificate provides specified coverage for: Major and minor operations; Medical service for Hospitalized sickness; Fractures and dislocations; Pre-Natal, obstetrical and Post-Natal care; Services of specialists; Emergency services outside of Oregon; Comprehensive hospital services.

OREGON PHYSICIANS' SERVICE

471 Pittock Block, Portland 5, Oregon
455 Ferry Street, Salem, Oregon
225 Medford Building, Medford, Oregon

SPONSORED AND APPROVED BY THE OREGON STATE MEDICAL SOCIETY

You Should Read Your Agreement

The summary on the reverse side is not a contra
does it include all the provisions of the Service Cer
Each member's benefits are expressly subject to all
tional provisions of the Service Certificate under
membership was acquired, and to O.P.S. rules and
tions governing the rendering of medical and hos
services.

OREGON PHYSICIANS SERVICE OFFICES

455 Ferry Street	225 Medford Bldg.	471 Pittock Block
Salem	Medford	Portland 5, Ore.

PRESENT THIS CARD TO THE DOCTOR ON YOUR FIRST VISIT AND TO THE HOSPITAL UPON ADMITTANCE

In each instance the doctor or hospital will notify O.P.S. that medical or hospital service is being rendered. O.P.S. will verify the subscriber's status and his eligibility for service and acknowledge responsibility to the doctor and/or hospital.

The presentation of an identification card does not necessarily guarantee acceptance of liability by O.P.S.; nor can the doctor or hospital obligate the Service Plan. This can be done only by one of the O.P.S. offices.

The Service Plan cannot honor, except in emergencies, medical or hospital bills resulting from treatment by doctors other than staff physicians and surgeons. Be sure the doctor you select is on the O.P.S. list of cooperating physicians and surgeons. Lists are available at O.P.S. offices.

2528

Plaintiff's Exhibit 155

FIRST-VISIT DEDUCTIBLE SEMI-FULL COVERAGE MEDICAL AND HOSPITAL PLAN

MEMBERSHIP IDENTIFICATION CARD

CERTIFICATE HOLDER

CERTIFICATE NUMBER | MONTH | DAY | YEAR EFFECTIVE DATE OF CERTIFICATE

The named person above above is entitled to Medical, Surgical and Hospital services during such periods as dues are paid, subject to the provisions of the Semi-Full Coverage Medical and Hospital Service Plan.

W. C. Marshall

GENERAL MANAGER

SUMMARY OF BENEFITS

Medical services.
Hospitalization.
X-Ray services.
Laboratory examinations.
Ambulance.
Nursing.
Medicines for hospitalized cases.
Emergency care outside of Oregon.

SUMMARY OF EXCLUSIONS AND LIMITATIONS

Pre-existing conditions.
Chronic conditions that become active in the first six months of membership.
Pregnancy and childbirth.
Dental services.
Venereal disease.
Industrial accidents.
Mental disorders.

FIRST VISIT TO DOCTOR

SEE REVERSE SIDE

DETACH HERE

OREGON PHYSICIANS' SERVICE

Special Medical and Hospital Coverage Certificate for Employed Individuals

WITNESSETH: That subject to all terms and conditions hereinafter set forth, which are hereby made a part of this certificate, OREGON PHYSICIANS' SERVICE, sometimes hereinafter called O.P.S., an Oregon Corporation, having offices situated at Salem, Portland and Medford, in the State of Oregon, hereby agrees to procure, and make available, at the expense of O.P.S., the hereinafter stipulated services to the person, specified hereinafter as a "member":

CERTIFICATE HOLDER

CERTIFICATE NUMBER | MONTH | DAY | YEAR EFFECTIVE DATE OF CERTIFICATE

QUARTERLY DUES PAYMENT

AMOUNT | BEGINNING DATE

RECEIPT NO. | MONTH | DAY | YEAR

Only an employed individual having a yearly net taxable income of $6,000 or less shall be eligible for coverage hereunder. This certificate shall be voided immediately and all benefits hereunder forfeited in the event that the subscriber's yearly net taxable income shall prove to be higher than $6,000. The application card pertaining to this certificate shall constitute a part hereof.

IN WITNESS WHEREOF, Oregon Physicians' Service has caused this certificate to be executed by its duly authorized agent.

OREGON PHYSICIANS' SERVICE

W. C. Marshall

GENERAL MANAGER

1. MEDICAL AND SURGICAL SERVICES: Except as otherwise provided in this contract, O.P.S. will bear the expense of necessary medical and surgical services required by the member entitled to the benefits of this contract, for illness or non-occupational injury, such services to be rendered by physicians or surgeons authorized by O.P.S. (hereinafter, for convenience, sometimes called physicians, surgeons or specialists cooperating with O.P.S.), who will render such services at their respective offices, or at hospitals approved by O.P.S., or at the member's home, or at the place of occurrence of an emergency illness or injury. Services elsewhere than at such physician's or surgeon's office will be procured only when the illness or injury of the member is such as to render him unable to travel to such physician's or surgeon's office. The member entitled to the benefits of this contract shall be allowed unrestricted choice from amongst available physicians and surgeons cooperating with O.P.S. for the treatment of illness or injury.

It is specifically agreed that the first call on or by a physician in each separate and distinct case of illness or injury shall be the private responsibility of the member and payment therefor shall be made privately by the member direct to the physician. O.P.S. shall bear no responsibility hereunder with reference to such first call in any case but shall provide all services specified in this contract for any coverable case beginning with the second call on, or by, a physician. However, such exclusion of O.P.S. responsibility for coverage of the first call in other types of cases shall not apply in the treatment of coverable fractures and dislocations nor in the initial condition of coverable major and minor surgical injuries.

For the purposes of this section, a "first call" shall be deemed to include the physical examination and/or treatment given at the time of the patient's first visit to the physician; but shall not include x-ray services, laboratory services, or special tests such as electrocardiograms or basal metabolism tests.

2. EMERGENCY CASES: If injury or illness shall occur within the State of Oregon to the member entitled to the benefits of this contract and the services of a physician or surgeon cooperating with O.P.S. shall not be available to him, then, and in that event, the member may obtain the services of the most conveniently available doctor of medicine licensed by the Oregon State Board of Medical Examiners, to render emergency services to the injured or ill member until such time as a physician or surgeon cooperating with O.P.S. can render such member his services, in which event the expense of such emergency services excepting for the first call as specified in Section 1, will be defrayed by O.P.S. to the extent of an amount equal to the established O.P.S. rates for such services. The member shall immediately notify O.P.S. of his requiring, and receiving, such emergency services. Failure so to notify O.P.S. shall relieve O.P.S. of all responsibility for the care of the member other than for actual emergency treatment. Such emergency treatment shall include surgical operation or extended hospital care only when specifically authorized by O.P.S.

3. CASE OUTSIDE OF OREGON: The member entitled to the benefits of this contract if injured or taken ill while out of the State of Oregon but within the continent of North America, and not elsewhere, shall be entitled to receive the services of a state-licensed doctor of medicine, and hospital services for serious cases, in the nearest city or town in which such services may be available and the costs of such services shall be paid by O.P.S. excepting for the first call as specified in Section 1, to the extent of an amount equal to the established O.P.S. rates for such services. It shall be the duty of such injured or ill member to notify O.P.S. as soon as possible of his requiring, and receiving, such services. Failure on the part of such member to give such notice to O.P.S. shall relieve O.P.S. from all responsibility for the care of such member other than for actual emergency treatment. Such emergency treatment shall include surgical operation or extended hospital care only when specifically authorized by O.P.S.

4. SPECIALISTS: Services of specialists cooperating with O.P.S. will be procured on the recommendation of the attending physician or surgeon cooperating with O.P.S. Services of eye, ear, nose and throat specialists will be procured when required for the care of injury or disease of the eye, ear, nose or throat.

5. MEDICINES FOR HOSPITALIZED CASES: O.P.S. will procure all necessary medicines, medical and surgical supplies which are to be used or prescribed by a physician or surgeon cooperating with O.P.S. in the treatment of the member while receiving hospital care in a general hospital approved by O.P.S. as stipulated in this contract. Serums and antitoxins, and the administering thereof, will be procured for the treatment and prevention, or the treatment or prevention, of virulent diseases, including pneumonia, diphtheria, typhoid fever, smallpox, erysipelas, tetanus, infantile paralysis, meningitis, scarlet fever, undulant fever, rabies, malaria fever and amoebic dysentery, in case the member will have been exposed to, or will have contracted, the disease and such use will constitute accepted therapy or prophylaxis.

6. HOSPITAL SERVICES: O.P.S. will bear the expense of hospital services and accommodations, when required for the treatment of the member, in general hospitals approved by O.P.S., and as will be authorized by O.P.S. Such hospital services will include ward accommodations, board, services of an hospital staff nurse, use of surgery, X-ray, laboratory service, and medical and surgical attendance, to the extent hereinafter provided. Private nursing will be procured in cases of serious nature, which in the judgment of the attending physicians or surgeons cooperating with O.P.S., require quiet surroundings and special care. Should the injured or ill member not require special services, but desire a private room in such hospital, O.P.S. will pay such part of the cost of such private room as O.P.S. would be required to pay for ward service during the same period of time. O.P.S. shall not be liable to the member or to any other person, for its inability or failure to procure hospital ward accommodations or other hospital accommodations or other services or accommodations by reason of epidemic, disaster or other cause or condition beyond the control of O.P.S.

7. AMBULANCE SERVICE: O.P.S. will procure when necessary, ambulance service, or other appropriate transportation, for conveying the member, if seriously ill or injured, to the nearest general hospital approved by O.P.S., for hospital service in the event that ordinary transportation shall not be appropriate.

8. SPECIAL NURSING: Special nursing services will be procured by O.P.S. for a serious, hospitalized case when, in the judgment of the attending physician or surgeon cooperating with O.P.S., special nursing services will be required.

9. X-RAY SERVICE: X-ray service will be procured by O.P.S. in case of suspected fracture, and in other injury or medical case, when use of X-ray shall be deemed advisable by the attending physician or surgeon cooperating with O.P.S.

10. PHYSICAL-THERAPY: Physical-therapy will be procured by O.P.S. when, in the judgment of the attending physician or surgeon cooperating with O.P.S., such treatment shall be indicated.

11. REFRACTIONS: Eye examinations and testing for eye glasses will be procured of eye specialists cooperating with O.P.S., provided that the member will have been subject to O.P.S. coverage continuously for three, or more, months before the occasion therefor shall arise, unless such service shall be necessary in the treatment of an acute illness or injury. Eye glasses will not be procured by O.P.S.

12. MEDICAL, SURGICAL AND HOSPITAL COVERAGE: This contract includes within its operation, and covers, and O.P.S. will procure, subject to the provisions of this contract, hospital, medical and surgical treatment, and other services, in the following cases:

(a) Accidental injury sustained by the member during the term of his coverage, except that resulting from an industrial accident.

(b) Acute illness suffered by the member during the term of his coverage, except acute illness contemporaneous, diagnosed and being treated, at

3873

25-29

2530

3884

Plaintiff's Exhibit 166

Application for Medical and Hospital Service

NAME _____
LAST FIRST MIDDLE

HOME ADDRESS _____
STREET NO. CITY STATE

TRIAL EXHIBIT 166 Case No. 7-1253 Reporter

I hereby apply for membership in Oregon Physicians' Service and hereby authorize the CONSOLIDATED FREIGHTWAYS to deduct $2.50 each month from my wages for this service. The amount deducted is to be paid to Oregon Physicians' Service for medical and hospital care. I understand and agree that the monthly rate of $2.50 is subject to change, in accordance with terms of the Medical and Hospital Agreement now in effect between my employer and O. P. S. My membership is to be effective

_____ 19____

Branch Location _____

Signature _____

Mail both copies to Consolidated Freightways, Personnel Office, Portland, Oregon

O-R 2M SETS 10-48

2531

Plaintiff's Exhibit 167

3885

PS O-K 2CM 5-48

Oregon Physicians' Service

PHYSICIAN'S INITIAL CASE REPORT

Acceptance of this report authorizes only treatment requested—additional procedures require prior authorization.

Patient's Name _____ Address _____ Date of first call:

Employed By _____

Membership No. _____ ☐ FULL COVERAGE MEMBER ☐ SEMI-FULL COVERAGE MEMBER ☐ SURG., LIMITED MED. AND HOSP. COV. MEMBER

History, Symptoms, and Diagnosis: _____

TRIAL EXHIBIT 167

Date of Onset (Present Illness) _____ Date of Origin _____ (If Prev. History)

Occupation _____ Age _____

Place of visit: Home ☐ Office ☐ Hospital ☐

Industrial Accident: Yes ☐ No ☐ Occupational Disease ☐

Have you previously treated patient for present complaint? Yes ☐ No ☐

Traffic Accident ☐

Authorization Requested For:

First call only ☐ Diagnosis and treatment under $50 ☐

Diagnosis and treatment under $10 ☐ Diagnosis and treatment over $50 ☐

Surgery ☐ Explain: _____

Hospitalization Required ☐ No. of days _____

Hospital _____

Attending Physician's Signature _____ Sign Here

FOR OPS USE

Current effective date _____

Checked by _____ Date _____

☐ Full Coverage.
☐ Semi-Full Coverage.
☐ Surg., Limited Med. & Hosp.
☐ Industrial Med. Aid.

Type of Warranty _____

Cov. Code & Memb. No. _____

Authorized

FOR PHYSICIAN'S USE

Doctor: Please send this report at time of first call, and for each new diagnosis—so that patient's right to treatment may be established

Plaintiff's Exhibit 168

3886

TREATMENT REQUISITION
FOR INDUSTRIAL ACCIDENTS ONLY

OREGON PHYSICIANS Service

DIVISION OFFICE
1214 S. W. 6th AVE.
PORTLAND 4, OREGON
ATWATER 8691

O.P.S. USE ONLY (Code)
Cover
Starting Date
Procedure
Diagnosis

Valid only when presented to O.P.S. Physicians' Office

Name

O.P.S. Membership No.

Employe of Contract No.

Issued by on DATE

Signature of Employe.

Address of Employe

168

FOR DOCTOR'S USE: Bills cannot be cleared for payment unless complete information is given.

DIAGNOSIS:

Date of onset (PRESENT EPISODE) Date of origin (IF PRIOR HISTORY)

(If more th one condition, distinguish dates of onset. Use reverse side if necessary.)

STATUS OF CASE: (*Check one*):

New this month: Completed ☐ Continued ☐

Continued from previous month: Completed ☐ Continued ☐

Itemization of professional services:

DATE	Kindly attach operative report if procedure is not found in O.P.S. schedule.	Fees

Code No.

Attending Physician

FORM 11

Nights, Sundays and Holidays Telephone ATwater 4175

Plaintiff's Exhibit 169

3887

OREGON PHYSICIANS Service

TREATMENT REQUISITION
Must Be Furnished To Doctor at Time of First Call.

DIVISION OFFICE
1214 S. W. 6th AVE. PORTLAND 4, OREGON
CApitol 3251

Sponsored and Approved by the Oregon State Medical Society

To be used only by Employe Full Coverage Member.
Valid only when presented to O.P.S. Physicians' Office.
Industrial Accidents and Occupational Diseases are not Covered

Name O.P.S. Membership No.

Employe of has paid dues Continuous member since DATE

for period ending . 19 . Issued by on DATE

Signature of Subscriber

Address of Subscriber

FOR DOCTOR'S USE: Bills cannot be cleared for payment, unless complete information is given. Please render bills monthly on continued cases — Show diagnosis on each bill — Avoid saying "As before" — "See previous bill" etc.

History, Symptoms and Diagnosis

Date of first call Date of onset (PRESENT EPISODE) Date of origin (IF PRIOR HISTORY)

(If more than one condition, distinguish dates of onset. Use reverse side if necessary.)

CAUSE: (*INDUSTRIAL ACCIDENTS AND OCCUPATIONAL DISEASES ARE NOT COVERED*)
(*Check one*): Sickness ☐ Traffic accident ☐ Injury from other causes ☐

STATUS OF CASE: (*Check one*):

New this month: Completed ☐ Continued ☐

Continued from previous month: Completed ☐ Continued ☐

Itemization of professional services:

DATE	Kindly attach operative report if procedure is not found in O.P.S. schedule	Fees

169

Attend. Physician Code No.

Physician's Address

O.P.S. Office Use Only

Cover
Cost Acct
Starting Date
Service Dates
Adjustment
Procedure
Diagnosis

O.P.S. Office Use Only

Effective Date	Prefix	Form	County	Pool	Serv. O.K.	Amt. O.K.

Nights, Sundays and Holidays Telephone, AT. 4175

Plaintiff's Exhibit 171

3889

OREGON PHYSICIANS Service

OFFICES:
455 Ferry St. Salem, Oregon Phone 3-9187
225 Medford Bldg. Medford, Ore. Phone 4844
1214 S.W. 6th Ave. Portland 4, Ore. Phone AT 8691

O.P.S. USE ONLY (Code)
Cover
Starting Date
Procedure
Diagnosis

Statement for Professional Services

(To be used by cooperating physicians and surgeons in billing for services to O.P.S. family members and for those employe members who do not furnish you with a treatment requisition)

MEMBERSHIP NO.: ☐ Full Coverage Member ☐ Semi Full Coverage Member ☐ Surg., Limited Med. & Hosp. Coverage Member
CHECK ONE

Patient's Name:

Patient's Address:

Employed By:

DIAGNOSIS:

Date of onset (PRESENT EPISODE) Date of origin (IF PRIOR HISTORY)
(If more than one condition, distinguish dates of onset. Use reverse side if necessary.)

Cause: (Check One) ☐ Sickness ☐ On the Job Injury ☐ Occupational Disease ☐ Traffic Accident ☐ Other Injury

STATUS OF CASE: (*Check one*):
New this month: Completed ☐ Continued ☐
Continued from previous month: Completed ☐ Continued ☐

Itemization of professional services:

DATE	Kindly attach operative report if procedure is not found in O.P.S. schedule.	Fees

Attending Physician Code No.

O.P.S. USE ONLY

Type of Coverage	Effective Date

Nights, Sundays and Holidays Telephone ATwater 4175

Plaintiff's Exhibit 172

3890

PORTLAND 5, ORE. **Oregon Physicians Service** 471 PITTOCK BLOCK

REPORT OF PHYSICAL EXAMINATION

Name of Applicant

A. Vision (without glasses): O.D.20/ O.S.20/
B. Is there deafness?
C. Is there aural discharge?
D. Is nasal septum pathologically deviated?
E. Is there post-nasal drainage?
F. Is there dental caries or pyorrhea? Explain:
G. Are tonsils diseased? If removed, so state:
H. Is there thyroid disease? Explain if "yes":
I. What is the systolic blood pressure? Diastolic?
J. Pulse rate?
K. Is there apparent disease or impairment? Explain fully:
a. Heart or blood vessels?
b. Lungs?
c. Stomach, bowels or appendix?
d. Kidneys or genito-urinary system?
e. Anus or rectum? Pilonidal sinus?
f. Nervous system?
L. Is there actual or potential hernia?
M. Has applicant rheumatism or arthritic changes?
N. Is there skin disease? Explain:
O. Does applicant have:
a. Varicose veins? b. Phlebitis? c. Ulcers?
d. Flat feet? e. Bunions? f. Epidermophytosis?
Explain fully:

(OVER)

Plaintiff's Exhibit 174

3896 OREGON PHYSICIANS' SERVICE

(Emblem)

CLAIM DEPARTMENT

1214 S. W. 6TH AVE.
PORTLAND 4, OREGON

We hereby acknowledge liability for hospitalization of , an employee of , Subscriber No. , who was admitted on

Very truly yours,

Hospitalization in excess of 21 days requires additional authorization.

Oregon Physicians' Service
Claim Dept.

F 63

Plaintiff's Exhibit 175

3897 OREGON PHYSICIANS' SERVICE
337 Pittock Block, Portland, Oregon

CLAIMS DEPARTMENT

Dear Doctor:

Your bill in the case of
employed by , badge number , cannot be paid until we receive your report of first call establishing history on the case. We shall appreciate having this report at your earliest convenience so that the case may be settled promptly.

Yours very truly,

FCR 3M 4-43

Plaintiff's Exhibit 175-A

3898 OREGON PHYSICIANS' SERVICE

CLAIM DEPARTMENT (Emblem) PORTLAND, OREGON

194.....

Patient's Name .....

Membership No. .....

Employed by .....

The above member is entitled to the medical care indicated in your report of .....

.....

Oregon Physicians' Service
By

F 13

Plaintiff's Exhibit 176

3899 OREGON PHYSICIANS' SERVICE

CLAIM DEPARTMENT (Emblem) 1214 S. W. 6TH AVE. PORTLAND 4, OREGON

.....

Dear Doctor:

re:.....

.....

Answering your initial case report dated ..... we are hereby authorizing procedures necessary in establishing the diagnosis. However, we would appreciate an additional report when final diagnosis is made, in order that we may determine the extent of our liability for continued treatment.

Very truly yours,

OREGON PHYSICIANS' SERVICE

By

F15-1M G-K 3-48

Plaintiff's Exhibit 188

OREGON PHYSICIANS' SERVICE

(Emblem)

SPONSORED BY THE OREGON STATE MEDICAL SOCIETY

OREGON'S APPROVED MEDICAL SERVICE PLAN

1214 S. W. SIXTH AVE.
PORTLAND 4, OREGON

INDIVIDUAL COVERAGE

The enclosed material is sent in response to your recent inquiry.

Both the Semi-Full Coverage and the Surgical, Limited Medical and Hospital Coverage plans provide for physicians' services in the hospital and for hospitalization. The Semi-Full Coverage plan provides for physicians' services outside of the hospital (after the first call for each separate condition) whereas the Surgical, Limited Medical and Hospital Coverage plan provides for physicians' services outside of the hospital only in cases of surgery, fracture and dislocation. For example, the treatment of a common cold in the doctors' office would be covered under the Semi-Full Coverage Plan (after the first call) but not under the Surgical, Limited Medical and Hospital plan.

If you have any doubt as to the exact amount of money which should be forwarded with your completed application form, please do not make any dues payment at this time. We will bill you at the time your Certificate of Membership is prepared; the certificate will be mailed to you about the tenth of the month following the month in which your completed application is received in this office.

You may obtain medical service from any one of the 1000 cooperating physicians, surgeons and specialists listed in the enclosed doctor list, and you will receive the same quality of medical service that you would receive on a private consultation basis. You have access to all of the hospitals (over 75 in this state) recognized by the American Hospital Association.

We have more than 100,000 Oregonians under coverage and we would be happy to be able to serve your needs.

OREGON PHYSICIANS' SERVICE

F-585

Plaintiff's Exhibit 193

3915 Oregon State Medical Society

BUREAU OF MEDICAL ECONOMICS

Special Fee Schedule

(For use in payment of services rendered to subscribers of approved medical service bureaus by non-staff physicians)

In flat fee cases, where multiple conditions are present, take the major fee plus 50 per cent of each additional fee, except in abdominal operations where the major fee only will apply.

Miscellaneous Fees

	$
First office call (Where patient was previously seen by doctor, fees for subsequent calls apply)	2.00
Subsequent office calls	1.50
Written reports—Original written report of services in serious or complicated cases, and subsequent written reports when requested, each	1.00

Hospital Visits

First visit (if original visit to patient)	3.00
Subsequent visits	1.50

Residence Visits (Within 3 mile radius)

First visit (if original visit to patient)	3.00
Subsequent visits (day)	2.50
Emergency night residence call (10 P.M. to 6 A. M.)	5.00

Consultant

At patient's home	5.00
At doctor's office	3.00
At the hospital	3.00

Boils and small furuncles

First office call	2.00
Subsequent office calls	1.50
Up to maximum for each case	6.50

(Fees in this Schedule are enumerated under the following headings: Miscellaneous Fees, General Surgery, Fractures, Dislocations, Amputations, Proctology, Urology, Eye, Ear, Nose and Throat, X-Rays, Laboratory.)

Plaintiff's Exhibit 194

3927 OREGON PHYSICIANS' SERVICE

FEE SCHEDULE

Effective October 1, 1943

* * * * *

(Items not on schedule should be reported in full with request to fix fees)

First office visit report and treatment including routine physical exam	3.50
Office or hospital visit—subsequent	2.50
Maximum weekly (Ordinary cases)	12.00
Maximum weekly (Acute cases) after first week	12.00
Chronic cases limited to $120.00 annually	
First home visit	5.00
First hospital visit	4.00
Home—subsequent	4.00
Maximum weekly (Ordinary cases)	15.00
Maximum weekly (Acute cases) after first week	15.00
Emergency night visit—8 P.M. to 8 A.M.—Sundays and holidays	6.00
Physical therapy treatments—See Special Schedule	
Assistant Surgeon at major operation	10.00
Anaesthetic, administering general	10.00
Consultation including written report	10.00
Mileage one way, Home calls beyond two miles from point call is initiated or city limits if less than two miles. (Excluding Housing Projects)	
Day	.75
Night	1.00
Cold Vaccine, when authorized (Incl. vaccine). Each series	5.00
(Limited to not more than two series annually.)	

FLAT FEES INCLUDING AFTER CARE

When two or more flat fees are involved and treatment or surgery is concurrent, the fee will be the major fee plus 50% of schedule fee for each additional procedure.

IMPORTANT

In unusual cases requiring extended daily visits, or in cases with unusual complications, a special report should accompany statement in order that regular fee may be adjusted on an equitable basis.

(Fees in this Schedule are enumerated under the following headings: General Surgery, Fractures, Dislocations. Surgical Schedule—Eye, Ear, Nose and Throat, Physical Therapy, Radiology.)

Plaintiff's Exhibit 196

3937 OREGON PHYSICIANS' SERVICE

BASIC FEE SCHEDULE

February 1, 1943

Oregon Physicians' Service presents herewith a basic fee schedule for O. P. S. Cooperating Physicians throughout Oregon. Payments to be made under this basic schedule, however, will be subject to the provisions of the cooperative agreement heretofore executed by each member physician.

It is suggested in order to facilitate the processing and servicing of medical bills and to expedite payments, that all statements for medical services be filed with O. P. S. not later than the tenth of the month following the month in which the service was rendered. Unless this practice is followed payments can not be made until the next period.

Initial case reports should be forwarded immediately so that O. P. S. may protect the Doctor by making an early check on coverage. Treatment requisitions should be required of all patients at the time of first visit. If requisition is not presented by the patient initially, he should be requested to do so before treatment is completed.

Except for emergencies consultation should be had before proceeding with major surgery.

OREGON PHYSICIANS' SERVICE
190 So. Liberty St., Salem, Oregon
337 Pittock Block, Portland, Oregon
222 Medford Center Bldg., Medford, Ore.

3938 OREGON PHYSICIANS' SERVICE FEE SCHEDULE

Effective February 1, 1943

** ** **

(Items not on schedule should be reported in full with request to fix fee)

First visit to office, or place of injury, including report and dressing not otherwise specified:	
Day	3.50
Night (8 P.M. to 8 A.M. Sundays & Holidays)	5.50
Office or hospital visits (Subsequent)	2.00
Limited maximum per week (After first week)	8.00
First Home visit	4.50
Home visits (subsequent)	3.50
Limited to maximum per week (Starting 2nd week in severe cases)	10.00
Physical therapy treatments when authorized—each	1.50
Assistant to surgeon at major operation	10.00
Anaesthetic, administering general by qualified anaesthetist	10.00
Mileage, beyond corporate limites of city—one way	
Day	.75
Night	1.00
Diathermy	2.00

IMPORTANT

In unusual cases requiring extended daily visits, or in cases with unusual complications, a special report should accompany statement in order that regular fee may be adjusted on an equitable basis.

(Fees are listed in the rest of the exhibit under various categories.)

Plaintiff's Exhibit 197

3949 OREGON PHYSICIANS' SERVICE
Schedule of Fees Effective April 1, 1946

This schedule applies to all cases billed to O. P. S. under the following programs:

1. O. P. S. Employe coverage contracts
2. O. P. S. Family coverage contracts
3. Veterans' Medical care contract

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Items not on schedule should be reported in full with request to fix fees.

Flat Fees Including After Care

When two or more flat fees are involved and treatment or surgery is concurrent, the fee will be the major fee plus 50% of schedule fee for each additional procedure. (Does not apply to prophylactic surgery.)